two cases, (1) in determining the question of insolvency, (2) in determining whether an act of bankruptcy has been committed. REMINGTON, BANKRUPTCY, § 406. The constitutional right to jury trial extends only to actions at law and not to suits in equity. *In re Christensen,* 101 Fed. 243, 4 Am. B. R. 99; *In re Rude,* 101 Fed. 805, 4 Am. B. R. 319. As to whether a suit by a trustee in bankruptcy to recover property fraudulently conveyed, or its value, must be brought in equity or may be either in law or equity, there has been some difference of opinion among the courts. The question in the principal case arose under § 70 e of the Bankruptcy Act of 1898, which provides that trustees may recover property fraudulently conveyed, or its value, in certain cases. A similar question has arisen under § 60 b of the Act, relating to preferences. On the one hand a number of courts adhere to the view that suits in such cases have always been in equity and a suit in equity is the only proper remedy. *Wall* v. *Cox,* 101 Fed. 403, 4 Am. B. R. 659; *Pond* v. *N. Y. Ex. Bk.,* 124 Fed. 992, 10 Am. B. R. 343; *Parker* v. *Black,* 143 Fed. 560, 16 Am. B. R. 202. On the other hand the view seems to be that the trustee may sue either at law or in equity. *Delta Nat. Bk.* v. *Easterbrook,* 133 Fed. 521, 13 Am. B. R. 338; *Warmath* v. *O'Daniel,* 159 Fed. 87, 20 Am. B. R. 101, LOVELAND, BANKRUPTCY, Ed. 3, p. 618; REMINGTON, BANKRUPTCY, § 1725. Considering that the remedy of the trustee in such cases may be either at law or in equity the decision of the New York Court of Appeals would appear to be correct, provided the action in the case can be said to be one at law. Evidently the court so considered it. In *Cohen* v. *Small,* 120 App. Div. 211, 18 Am. B. R. 817, the court said that when the action by the trustee was to recover a money judgment the action was one at law. In *Merritt* v. *Halliday,* 107 App. Div. 596, 95 N. Y. Supp. 331, it was said that where no public record is to be reformed, no deed of conveyance to be set aside, and all that is desired is the recovery of a sum of money which constructively belongs to the trustee, the action is in form and substance an action at law. It would seem to follow from the application of these tests that the action in the principal case was one at law, and being at law the plaintiff was entitled as a matter of right to a trial by jury.

BILLS AND NOTES—DRAFT BY AGENT ON PRINCIPAL—NECESSITY OF ACCEPTANCE.—This was a suit on a draft drawn by an agent of the Insurance Company on his principal, and indorsed to the Bank. Plaintiff alleged that the draft had been presented to the defendant drawee, that a demand for payment had been made, and that payment had been refused. No acceptance by the drawee was alleged. Defendant demurred on the ground that the complaint did not state facts sufficient to constitute a cause of action. *Held,* that the rule previously obtaining has not been changed by the Neg. Ins. Law, to the effect that a draft drawn by an agent on his principal by authority of the principal is equivalent to a draft drawn by the principal on itself, and need not be accepted by the drawee in order to bind it. *First Nat. Bank of Artesia* v. *Home Ins. Co., New York* (1911), — N. Mex. —, 113 Pac. 815.

This case is at least one of the cases covering this point first to be carried up under the Neg. Ins. Law, and serves merely to show that that law has not

made any change in the rule previously obtaining in this regard. The authority relied upon by the principal case is *Gray Tie Co.* v. *Farmers' Bank,* 109 Ky. 694, 60 S. W. 537, which case was decided before the Kentucky Neg. Ins. Law was passed in 1904. See also *Stafford* v. *Bratcher,* 4 Ky. Law Rep. 996; *Miller* v. *Thompson,* 42 E. C. L. 303; *Bailey* v. *S. W. R. R. Bank,* 11 Fla. 266; 7 CYC. 759, note 27. The drawee in the principal case relied upon § 127 of the Neg. Ins. Law—N. Mex. Laws, 1907, chap. 83,—which provides that the drawee is not liable on a bill of exchange unless and until he accepts the same. But that section must be read in connection with § 130 of the same Act, providing that where the drawer and the drawee are the same person, a draft may be treated either as a bill of exchange or as a promissory note, thus requiring no acceptance. Of course acts of agents within their powers are the acts of their principals.

CARRIERS—MERCHANDISE AS BAGGAGE—NOTICE.—P. as a passenger checked his trunk which contained merchandise of great value, without notice to the carrier that it contained anything but ordinary baggage. The trunk was lost and P. sues for value of its contents. *Held,* that P's silence as to the nature of the contents of the trunk, will prevent him from recovering. *Nathan* v. *Woolverton* (1910), 127 N. Y. Supp. 442.

It is settled by the great weight of authority that if a carrier receives from a passenger merchandise or articles other than personal baggage, with knowledge of that fact, it is liable for them on its contract of carriage. *Hannibal Railroad Co.* v. *Swift,* 12 Wall. 262; *T. & O. C. Ry. Co.* v. *Bowler & Burdick Co.,* 57 Oh. St. 38; *St. Louis etc. Ry. Co.* v. *Berry,* 60 Ark. 433; *Jacobs* v. *Tutt,* 33 Fed. 412; *Mich. Cent. R. R. Co.* v. *Carrow,* 73 Ill. 348; *Humpreys* v. *Perry,* 148 U. S. 627; *Oakes* v. *N. P. R. R. Co.,* 20 Ore. 392. The great majority of cases are also to the effect that where a carrier has placed one in charge of its check room with authority to receive and ship the baggage of its passengers, the power is given the agent to determine what is baggage and what to accept as such; and, if the baggageman with knowledge or with the means of knowledge accepts articles which ordinarily are not baggage, the carrier will be bound by his act, although it has expressly instructed him not to accept such things as baggage or only upon condition, in the absence of any knowledge of the passenger as to the limitation of authority. *Kansas City etc. R. Co.* v. *McGahey,* 63 Ark. 344, 36 L. R. A. 781, 58 Am. St. Rep. 111; *Minter* v. *Pac. R. Co.,* 41 Mo. 503, 97 Am. Dec. 288; *Trimble* v. *N. Y. etc. R. Co.,* 162 N. Y. 84, 48 L. R. A. 115; *Charlotte Trouser Co.* v. *Seaboard etc. Ry. Co.,* 139 N. C. 382; *Dahrooge* v. *Pere, etc. R. Co.,* 144 Mich. 544; 2 HUTCHINSON, CARRIERS, Ed. 3, § 1251; 4 ELLIOTT, RAILROADS, § 1649. However, the rule seems to be the other way in Massachusetts, and the carrier is not bound by the knowledge of the baggageman. *Blumantle* v. *Fitchburg R. Co.,* 127 Mass. 322. In *Dahrooge* v. *Pere etc. R. Co.,* supra, the court says that "the notice need not be express and it is sufficient if the carrier or its agent have notice or knowledge of facts sufficient to put it upon inquiry as to the character of the baggage." It has been held that the knowledge or means of knowledge must come to the agent while acting in